

**INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT BETWEEN  
WEBB COUNTY AND SHI GOVERNMENT SOLUTIONS**

**WHEREAS** at a Webb County Commissioner's Court Meeting held on the 11th day of September, 2017, the Court approved for a 2017-2018 Annual Support Software Contract Renewal, to provide the following services as an Independent Contractor and/or as a Professional, Support for Implementation.

**NOW, THEREFORE, IT IS AGREED** by, and between the parties hereto the County of Webb, acting by and through its Commissioner's Court, hereinafter referred to as "County" and SHI Government Solutions, hereinafter collectively referred to as "Independent Contractor" and/or "Professional", shall resell to "County" the products as more particularly described and set forth herein-below;

**Effective Date, Services Provided/Completion Date and/or Termination Date**

The effective date of this Agreement is October 1st, 2017, and the Independent Contractor's and/or Professional's Reseller Services (" Reseller Services" shall mean the resale services provided by Independent Contractor/ Professional under this Agreement: i.e. sourcing and fulfilling the product identified in an order) shall be completed and submitted to "COUNTY", on or before thirty (30) days after the execution of this agreement and shall terminate (1) one year upon review and written acceptance of the Independent Contractor and/or Professional Reseller Services provided as described herein-below by "COUNTY".

**Independent Contractor/Professional Services Provided**

It is hereby covenanted and agreed by the parties that the Reseller Services to be provided to "County" by the Independent Contractor and/or Professional shall incorporate the requirements as set forth in this renewal.

**Compensation**

The County of Webb shall pay the Independent Contractor and/or Professional for such services the total sum of TWELVE THOUSAND NINE HUNDRED SIXTY DOLLARS AND .00/100 CENTS (\$12,960.00) which shall be paid 30 days, after receipt of the invoice by "County".

**Independent Contractor**

In the performance of work, duties, and obligations required of the Independent Contractor and/or Professional, whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor/Professional is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that Independent Contractor and/or Professional's services be performed and rendered in a

competent, efficient, and satisfactory manner. The Independent Contractor and/or Professional hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

Terms and Conditions

The Independent Contractor and/or Professional certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor and/or Professional shall advise the County, in writing, of any change in status of the Independent Contractor and/or Professional which may materially affect the ability of Independent Contractor and/or Professional to legally, or professionally, carry out the duties herein.

THIS AGREEMENT, IS "AT WILL", AND MAY BE TERMINATED AT ANY TIME, BY WRITTEN NOTICE, OF EITHER PARTY.

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

Any notices required to be sent hereunder shall be sent as follows:

TO: Gregory Gonedes SHI International Corp. 1301 South Mo-Pac Expressway Suite 375 Austin, TX 78746 732-564-8068 E:Mail; <u>Gregory_Gonedes@shi.com</u>	TO: Joe Lopez, III Webb County Purchasing Agent 1110 Washington St. Laredo, Texas 78040 (956) 534-4125 E:Mail; <u>joel@webbcountvtx.gov</u>
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SEVERABILITY

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

**Venue/Laws of Texas**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

**Notices**

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

**Entire Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

**Amendment**

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

**Confidentiality**

Any confidential information provided to, or developed by, Independent Contractor and Professional, in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY.

**Headings**

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

**Counterparts**

This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.


**Terminology and Definitions**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this 14<sup>th</sup> day of September ,2017.

WEBB COUNTY, TEXAS

\_\_\_\_\_ (name of company)

  
Tano Tijerina *Sept. 14, 2017*  
Webb County Judge

\_\_\_\_\_  
\_\_\_\_\_, President (Name/Title)

**ATTEST:**

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this

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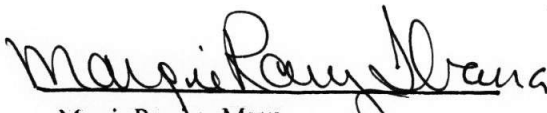
WEBB COUNTY, TEXAS

  
Tano Tijerina *Sept. 14, 2017*  
Webb County Judge

SHI Government Solutions (name of company)

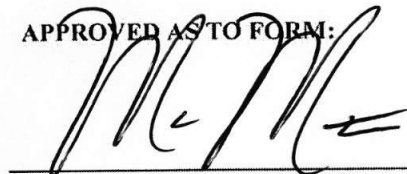
 9/25/17  
Cassie Skelton -Contracts Manager

ATTEST:

  
Margie Ramirez Marra  
Webb County Clerk



APPROVED AS TO FORM:

  
Marco A. Montemayor  
Webb County Attorney

\*By law, the county attorneys office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this

document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client, Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Presented for Approval at the Webb County  
Commissioner's Court meeting held on the 11<sup>th</sup>.  
day of Sept. , 2017 Item # 21B.**



Pricing Proposal  
 Quotation #: 13294059  
 Created On: 4/11/2017  
 Valid Until: 4/28/2017

**WEBB CO**

Gus Ornelas  
 1110 WASHINGTON ST  
 LAREDO, TX 78040  
 United States  
 Phone: (956) 523-4893  
 Fax:  
 Email: [gornelas@webbcountytx.gov](mailto:gornelas@webbcountytx.gov)

**Account Representative**

Kerni Fitzmorris  
 1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Texas@shi.core  
 Phone: 1-800-810-8079  
 Fax: 512-732-0232  
 Email: [Kerri\\_Fitzmorris@shi.com](mailto:Kerri_Fitzmorris@shi.com)

AU Prices are In US Dollar (USD)  
 Product

	City Your Price	Total
1 Corp Ess 12Mo Rnw Be Cap Ed Win 1 Front End Tb Std 264- Veritas Technologies LLC -Part#: 12574-M0308-23	30 \$432.00	\$12,960.00
	<b>Total</b>	<b>\$12,960.00</b>

**Additional Comments**

UR-SOD-2500

**IMPORTANT!!!** For this software order please include end-user's name, number, and e-mail address on your purchase order"

Please note the quote expiration date. Past this date the quote is Invalid and will require refreshed pricing

Please include this quote with your purchase order Submission

Thanks!

*Thank You for choosing SHI-GSI To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.*

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shicomrefumolicy](http://www.shicomrefumolicy), unless there is an existing agreement between SHI and the Customer.*

**Commissioners Court Meeting**

**Meeting Date:** 09/11/2017

SHI Veritas

**Submitted for:** Cyndi Rodriguez

**Submitted By:** Cyndi Rodriguez

**Department:** Information Technology

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**Subject:**

Discussion and possible action to authorize a contract between SHI Government Solutions and Webb County for the purchase of Veritas Technology. The contract begins on October 1, 2017 and ends on September 30, 2018. The total cost will be Twelve Thousand Nine Hundred Sixty Dollars and 00/100 Cents (\$12,960.00) funding will be used from 2017-2018 budget and authorizing the County Judge to sign and execute all relevant documents; and any other matters incident thereto. **[Account #1001-1280-001-443000-110 Repairs & Maintenance Software]**

**Background:**

n/a

**Previous Court Action:**

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**Fiscal Impact**

**Budget Account Number:** n/a

**Funding Source:** n/a

**Balance:** n/a

**Financial Impact:**

This is for next years budget 2017-2018

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**Attachments**

SHI Veritas

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